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determination of what will constitute an intention to dedicate, the courts have recognized a distinction between private and railroad property. A right of way in the public is so inconsistent with the rights and obligations of the railroad company that it cannot be presumed to have consented to a dedication, except on the production of clear, unequivocal evidence, amounting virtually to an express dedication. *Central R. R.* v. *Brinson,* 70 Ga. 207, 241; *Louisville and Nashville R. R. Co. v. Childers,* 155 Ky. 652; *Ill. Central R. R. Co.* v. *People,* 49 Ill. App. 538; *Hast* v. *Railroad Co.,* 52 W. Va. 396. In the last case the court said, "a dedication by a railroad company, to bind the corporation, must be made by the directors, or recognized by them or by such public use as to justify the inference of ratification". In some cases the evidence has been held to be sufficiently strong and conclusive to warrant an implication of consent. *Union Co.* v. *Peckham,* 16 R. I. 64; *Lake Erie and Western R. R. Co.* v. *Boswell,* 137 Ind. 336; *St. Paul, Minneapolis, and Manitoba Ry. Co.* v. *Minneapolis,* 44 Minn. 149. Although the evidence in the principal case strongly tended to show an intention to dedicate, yet the court held that the use was merely permissive, because the railroad company could not be presumed to have dedicated the way, since it would thereby suffer a loss of the use of one-third of its yards, at a cost of several hundred thousand dollars.

INTERSTATE COMMERCE—INTOXICATING LIQUORS—REED AMENDMENT.—The defendant Hill was indicted under the Reed Amendment (Comp. St. 1918, 8739a, 10387a-10387c) which prohibited transportation of liquor into a state forbidding its manufacture and sale. The laws of West Virginia, into which Hill brought one quart of liquor from Kentucky, forbade the manufacture and sale thereof, but allowed a person to have one quart a month brought in for personal use. On a motion to quash the indictment, it was *held,* that the power of Congress to regulate commerce may in proper cases take the character of prohibition, the act in question being a proper exercise of its power. *United States* v. *Hill* (U. S., 1919), 39 Sup. Ct. Rep. 143.

That the power of Congress to regulate interstate commerce is supreme, has often been declared, *Gibbons* v. *Ogden* (1824), 9 Wheat 1; *Brown* v. *State of Maryland* (1827), 12 Wheat 419; *Cooley* v. *Board of Port Wardens* (1851), 12 Howard 299; *Railroad Co.* v. *Husen* (1877), 95 U. S. 465; *Bowman* v. *Chicago &c. Ry. Co.* (1888), 125 U. S. 465. And when Congress exercises its authority, state laws at variance must give way, *Houston &c. Ry. Co.* v. *Texas &c. Ry. Co.* (1914), 234 U. S. 342; *Minnesota Rate Cases* (1913), 230 U. S. 352, Ann. Cas. 1916A, 18. It has further been held that this power to regulate means that Congress has the power to prohibit the importation of that which is injurious to the public morals, as in the Lottery or White Slave Cases, *Lottery Case* (1903), 188 U. S. 321, 356-358; *Hoke* v. *United States* (1913), 227 U. S. 308. And under the taxing power Congress may tax the manufacture of colored oleo out of existence, thus preventing the use of the commodity in interstate commerce, and discouraging manufacture, even though the main reason for the tax was the prevention of a fraud on the public. *McCray* v. *United States* (1904), 195 U. S. 27, 54. In the *Child*

Labor Case (*Hammer* v. *Dagenhart*) (1918), 247 U. S. 251, 3 So. LAW Q. 175, 17 MICH. LAW REV. 83, although the element of deceit was present, it was held that Congress could, under the commerce clause only, prohibit evils *subsequent* to interstate commerce, but not evils *antecedent* thereto. This decision, which was very much criticised, was based on the fact that the act would tend to regulate the hours of labor of children in factories, a purely state authority. Clearly under the commerce clause Congress has the power to prohibit interstate commerce in proper cases, and, as the evil aimed at in the instant case *followed* importation, the case is not open to the objection which the court in the *Child Labor Case, supra,* seemed keen to find in order to uphold the right of the states to control their manufactures under the power reserved to them by the Tenth Amendment. That the Reed Amendment was constitutional was based on the same reasoning as that applied in the *James Clark Distilling Co.* v. *W. Md. Ry. Co.* (1917), 242 U. S. 311, 2 So. LAW Q. 112, L. R. A. 1917B, 1218, Ann. Cas. 1917B, 845, it there holding that it was constitutional for a state under the Webb-Kenyon Act to make it unlawful for a carrier to bring liquor into the state. The court decided that there was no delegation of authority to the states, for the states, in their police regulations necessarily affecting interstate commerce, were acting under the will of Congress; and, that the act itself was uniform, for "it uniformly applies to the conditions which it calls into play", and, further, that there is no constitutional requirement that regulation shall be uniform throughout the United States. When the Wilson and Webb-Kenyon acts were passed, Congress had in view the laws of the states, but by the Reed Amendment it exerted a power of its own in accordance with its views of public policy.

LANDLORD AND TENANT—ASSIGNMENT—LIABILITY OF ASSIGNEE ON CONTRACT WITH LESSOR.—Defendant being in possession of certain premises under a lessee, informed the lessor that he would pay the rent and "assume" the lease. *Held,* that defendant was an assignee: further, that he remained liable for rent for the term of the lease, though dispossessed under Civil Code Procedure, section 2253. *Mann* v. *Ferdinand Munch Brewing Co.* (N. Y., 1919), 121 N. E. 746.

As between the lessor and the lessee, the latter is liable for rent by reason of privity of estate. TIFFANY, LANDLORD AND TENANT, p. 1029. Consequently upon a cessation of this privity the liability also ceases. Ordinarily such liability is augmented by a covenant for rent creating a contractual relation between the parties. The privity of estate may be concluded by the lessee's assignment of his interest. Such assignment operates to vest the privity of estate but not the privity of contract in the assignee. TIFFANY, LANDLORD AND TENANT, pp. 918, 1123; *Peck* v. *Christman,* 94 Ill. App. 435. Generally the assignee's liability is dependent upon the existence of this privity of estate. *Sexton* v. *Chicago Store Company,* 129 Ill. 318, 327; *Sutcliff* v. *Atwood,* 15 Oh. St. 192. As in the case of the lessee, an assignee may assume independent liability. *Bonetti* v. *Treat,* 91 Calif. 223; *Springer* v. *DeWolf,* 194 Ill. 218, wherein an assumption of the lease by the assignee was held to create a contract and entitle the lessee to sue the assignee for rent after assignment.